

01/11/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Aspiras Deputy

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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF LOS ANGELES**

AMY WILLIAMS, on behalf of herself and
others similarly situated

Plaintiff,

v.

PROLINK STAFFING SERVICES, LLC; and
DOES 1-20, INCLUSIVE

Defendants.

Case No.: 23STCV12912

*Assigned for All Purposes to Hon. William F.
Highberger; Dept. 10*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL TO
CLASS ACTION SETTLEMENT**

Trial Date: Not Set
Action Filed: June 6, 2023

1 The Court has before it Plaintiff Amy Williams' ("Plaintiff") Unopposed Motion for
2 Preliminary Approval of Class Action Settlement with Defendant ProLink Staffing Services, LLC
3 ("Defendant"). Unless otherwise specified, all capitalized terms in this Order shall have the same
4 meaning ascribed to them in the Class Action Settlement Agreement ("Settlement" or "Agreement").

5 The Court hereby finds and ORDERS as follows:

6 1. The Court grants preliminary approval to the Settlement. The Settlement falls within
7 the range of possible approval as fair, adequate and reasonable, and appears to be the product of
8 arm's-length and informed negotiations and to treat all Class Members fairly. Continued litigation
9 would have been expensive for both sides. The Parties acknowledge that litigating and trying this
10 action may have resulted in delay of any recovery, involved significant risk as to liability and
11 certification, and led to possible appeals. Class Counsel received the relevant information for the
12 Class. Plaintiff has adequately demonstrated that the Settlement did not occur until Plaintiff and
13 Class Counsel possessed sufficient information to evaluate the case and make an informed decision
14 about settlement. The Settlement sets out the terms upon which Defendant will settle all claims
15 which have been brought against it in this matter.

16 2. The Court finds on a preliminary basis that the allocation of funds in settlement for
17 releasing the Released Parties from the Released Class Claims falls within the range of
18 reasonableness and therefore meets the requirements for preliminary approval. The Court
19 preliminarily accepts the parties' definition of the Class, for settlement purposes only, which is as
20 follows:

21 All non-exempt employees who work or worked for Defendant as healthcare
22 professionals in California during the period from June 6, 2019 to November 12,
2023, and who have not executed an arbitration agreement.

23 3. The Court conditionally certifies and approves, for settlement purposes only, and
24 without prejudice to any Party's rights to support or oppose class certification should the Settlement
25 not receive final approval by this Court, the Class described in this Order, the Motion for Preliminary
26 Approval, and the Agreement.

27 4. The Court appoints, for settlement purposes only, Plaintiff Amy Williams as the
28 Class Representative.

1 5. The Court appoints, for settlement purposes only, Ashkan Shakouri and Sharon Lin
2 of Shakouri Law Firm as counsel for the Class (“Class Counsel”).

3 6. The Parties shall retain the services of CPT Group, Inc. for the administration of the
4 Settlement, and said entity is hereby appointed Administrator.

5 7. As described in the Agreement, Defendant shall provide the Administrator with the
6 Class Data, as specified in the Agreement, no later than 30 calendar days after the date of entry of this
7 Order. As described in the Agreement, by no later than 14 calendar days after receiving the Class
8 Data, the Administrator shall provide notice of settlement (“Class Notice”) to all Class Members by
9 first class U.S. mail to their last known address according to the information that Defendant will
10 provide to the Administrator pursuant to the Agreement. The Class Notice shall substantively be in
11 the form lodged as Exhibit A to the Agreement. The Court finds that the content and schedule of the
12 mailings discussed in this Order meet the requirements of due process, provide the best notice
13 practicable, and will constitute sufficient notice to Class Members.

14 8. Class Members may exclude themselves from the Class, relinquishing their rights to
15 their Individual Class Payments by sending to the Administrator by U.S. mail a written “Request for
16 Exclusion,” as described in the Class Notice. Pursuant to the terms of the Agreement, all Class
17 Members will be bound by the Agreement and its release unless they timely file a proper Request for
18 Exclusion. A Class Member who opts out of the Settlement will not release his or her claims pursuant
19 to the Agreement.

20 9. Any Class Member who has not opted out and believes that the Settlement should
21 not be finally approved by the Court for any reason may object to the Settlement. Class Members’
22 written objections to the Administrator must be mailed not later than 45 days after the Settlement
23 Administrator mails the Class Notice to them. Class Members may also appear in person or through
24 an attorney, if they so desire, at the Final Approval Hearing to make their objection orally, regardless
25 of whether they have submitted written objections to the Settlement.

26 10. The Court sets a Hearing on Final Approval for 1:30 P.M., at
27 9:00 A.M. ~~a.m.~~ p.m. in Department 10 of the Superior Court of the State of California,
28 County of Los Angeles, located at 312 N. Spring St., Los Angeles, CA 90012. Plaintiff must file a

1 Motion for Final Approval of the Settlement, including any Application for Attorneys' Fees, Costs,
2 and Expenses and Class Representative Service Payment, with this Court 16 court days before said
3 hearing. The Court reserves the right to continue the date of the Final Approval Hearing without
4 further notice to Class Members.

5 11. All further proceedings in this action will be stayed except such proceedings
6 necessary to review, approve, and implement this Settlement.

7 12. Neither this Order nor the Agreement, nor any of their terms or provisions, nor any
8 of the negotiations or proceedings connected with them, shall be construed as an admission or
9 concession by Defendant of the truth of any of the allegations in this litigation, or of any liability,
10 fault, or wrongdoing of any kind.

11 13. In the event: (i) the Court does not finally approve the Settlement in a manner
12 contemplated by the Agreement; (ii) the Court does not enter a Final Approval Order and Judgment,
13 as contemplated by the Settlement, which becomes final as a result of the occurrence of the Effective
14 Date (as that term is defined by the Settlement); or (iii) the Settlement does not become final for any
15 other reason, the Settlement and any related Class shall be null and void and any order or judgment
16 entered by this Court in furtherance of the Settlement shall be deemed as void from the beginning. In
17 such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their
18 respective statuses as of the date and time immediately prior to the execution of the Settlement, and
19 the Parties shall proceed in all respects as if no Class had been certified and the Settlement
20 Agreement had not been executed.

21 14. Neither the Settlement, preliminary approved or not, nor any exhibit, document, or
22 instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the
23 negotiation, execution or implementation of the Settlement, shall be admissible in evidence for any
24 reason, except as provided in the Settlement or to enforce the releases contained therein. The Court
25 has made no findings on the merits and Defendant has denied the allegations in the operative
26 complaint.

27 15. The Court hereby grants preliminary approval of the Settlement as of the date of this
28 Order.

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IT IS SO ORDERED.

Dated: 01/11/2024



HON. WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT